

EXHIBIT A

BRONSON LAW OFFICES, P.C.

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\$1500 of
 time charges
 towards loss
 mitigation
 included. CA

HBA

**Chapter 7 & 13
 Bankruptcy Retainer Agreement**

**OUR LAW FIRM IS A DEBT RELIEF AGENCY, WE HELP PEOPLE FILE FOR
 BANKRUPTCY RELIEF UNDER THE BANKRUPTCY CODE.**

In consideration for services to be rendered to the undersigned Client(s) ("Client") by Bronson Law Offices, P.C., ("Firm") located as set forth above, in connection with representing Client in bankruptcy matters, Client, jointly and severally agrees to pay the Firm as follows:

1. A total amount of \$ 6,000 is required to be paid for representation in your bankruptcy case. An additional \$ 306.00 for Chapter 7 and \$281.00 for Chapter 13 cases is to be paid by Client for the court filing fee of the bankruptcy petition which amount must be furnished to us prior to filing. These amounts may be paid in installments prior to filing of the petition; however, all payments are non-refundable and must be made before filing. In the event that during the course of the Chapter 7 or Chapter 13 process the case is converted, Firm will apply the funds paid hereunder to the converted filing and in the event the charges are more, will provide the amount of those charges in writing to Client.

For Chapter 13 bankruptcies \$ 3,000 can be paid prior to filing and \$ 3000 can be paid from the Plan towards the fixed fee set forth above.

Client understands that if any check given in payment to the Firm is returned for insufficient funds, Client agrees to immediately pay the Firm a \$40.00 fee in addition to the amount of the returned check. This payment and any future payments must therefore be made in cash, money order or debit card. Client is also liable for all out of pocket expenses for items such as credit reports, credit counseling courses, photocopies, parking and appraisals in the event Firm advances such costs.

In the event client requests that Firm provide services outside the scope of this retainer fees will be billed at Firm's normal hourly rates, which are \$250 to \$350 per hour for Attorney time, and \$90 per hour for Paralegal or legal assistant time.

2. The Firm reserves the right to withdraw from Client representation if, among other things, Client fails to honor the terms of this Agreement, including non-payment of the Firm and court filing fees; Client fails to cooperate or follow advice on a material matter, or if any fact or circumstance arises or is discovered that would render continuing representation unlawful or unethical. If a Client, in the course of representation by the Firm, perpetrates a fraud upon any person or tribunal, the Firm is obligated to call upon the Client to rectify the same. If the Client refuses or is unable to do so, the Firm is required to reveal the fraud to the affected person or tribunal.

3. Since the outcome of bankruptcy proceedings, negotiations and litigation is subject to factors which cannot always be foreseen, Client acknowledges and understands that the Firm has made no promises or guarantees to Client concerning the outcome and is unable to do so. Nothing in this Bankruptcy Retainer Agreement shall be construed as such a promise or guarantee.

4. Client agrees that the Firm may discard Client records after five (5) years of the completion of the Client's bankruptcy case.

5. The Firm shall provide Client with the following services:

- a. Review and analyze Client's financial circumstances based on information provided by Client
- b. Advise Client as to Client's options, including but not limited to bankruptcy.
- c. Inform Client of the information Client needs to provide the Firm in order to allow the Firm to provide appropriate advice.
- d. Advise Client of the appropriate requirements in connection with the filing of a Chapter 7 or Chapter 13 bankruptcy, including the duties of Client connected with such filing.
- e. Quote the Client an estimated fee, to the extent possible given the information provided by Client, for the Firm's service relative to providing bankruptcy assistance or other legal services to Client.
- f. Assuming that a U.S. Bankruptcy proceeding is filed, the Firm services will include all typical legal services for a Chapter 7 or 13 bankruptcy filing.
- g. If Client's proceeding requires additional, but not customary work, the Firm will separately bill client for such services at its regular hourly rates.

6. Client acknowledges his/her obligation to make full and complete disclosure of all assets and all liabilities, and to provide all documents and information requested by the Firm, before the bankruptcy petition can be prepared and filed with the court.

7. Client acknowledges that he/she must complete pre-petition credit counseling before the bankruptcy petition can be filed. Client understands that he/she must also complete post-petition counseling after the bankruptcy petition is filed and within the time frame allowed by statute. **Client acknowledges that the bankruptcy cannot be filed without the certificate of completion of the pre-bankruptcy credit counseling.**

8. Client acknowledges that the Firm does not represent Client in any other type of case, lawsuit or proceeding other than Client's bankruptcy case. The Firm may make a special appearance in a court, other than the Bankruptcy Court, for the purpose of filing a notification of Client's bankruptcy proceedings, and to suggest to another court that Client's proceedings should be stayed. Sending or receiving any summons or complaint, or notifying the Firm of a pending lawsuit does not obligate the Firm to represent Client in that lawsuit or before that court. Any representation of Client in a state court proceeding, including without limitation: collection lawsuits, foreclosure lawsuits, and etc., is not included in this Bankruptcy Retainer Agreement and will be billed at Firm's customary hourly rates.

9. **Client acknowledges that Firm is not obligated to research creditor information, including addresses, account numbers, or balances. The Client must provide this**

information to Firm in writing. Failure to do so may result in unscheduled debts subject to non-dischargeability.

10. Client agrees that unless specifically provided otherwise the following matters are not included within the scope of this Bankruptcy Retainer Agreement. If Firm does provide any of the services set forth below it will be entitled to charge at its customary hourly rate of \$250 to \$350 per hour for attorney time and \$90 per hour for legal assistant and paralegal time.

- a. Motions to revoke a discharge.
- b. Removal of a pending action in another court.
- c. Obtaining title reports.
- d. The determination of real estate or tax liens.
- e. Appeals to the BAP, District Court of Appeals.
- f. Correcting credit reports.
- g. Motions to withdraw a bankruptcy filing.
- h. Motions to dismiss Client's bankruptcy case filed by the Trustee, U.S. Trustee, or any creditor.
- i. Any adversary proceeding filed by the Trustee, U.S. Trustee, or any other party on any basis, including, without limitations, proceedings to determine dischargeability of debts.
- j. Preparing reaffirmation agreements, negotiating the terms of reaffirmation agreements proposed by creditors, motions to redeem personal property, and negotiating reaffirmation agreements when Client's income is not sufficient to rebut the presumption of undue hardship and special circumstances do not warrant the signing of a reaffirmation agreement. Court appearances relating to reaffirmation agreements.
- k. Motion to impose or extend the bankruptcy stay.
- l. Trustee requests for more or supplemental information.
- m. Loss Mitigation — credit \$1500.00
- n. Lien Strips.
- o. Conversions to 7, 13 or 11.
- p. Adjournments requiring the furnishing of additional documentation to the trustee.
- q. Challenging Proofs of Claim

11. Client understands that certain debts cannot be discharged in bankruptcy. Client agrees that Client is still liable to repay any debt not discharged in Client's bankruptcy. Client understands that the debts listed below are common examples of the types of debts that cannot be discharged in bankruptcy. Client further understands that the list of non-dischargeable debts may be expanded by legislation or court decisions and the firm has no control over the types of debts that may be or become non-dischargeable.

- a. Certain type of taxes, custom duties, or debts to pay taxes or custom duties.
- b. Student Loans,
- c. Debts owed for spousal or child support.
- d. Debts owed to the spouse, former spouse, or child in a domestic relations proceeding.
- e. Debts arising from a previous bankruptcy wherein discharge of that particular debt was waived.
- f. Debts owed for money, property, services, extension-or-removal, or refinancing of credit, if obtained by false pretenses, or false representations, or actual fraud.
- g. Consumer debts for luxury goods obtained within ninety (90) days of the date of filing of the bankruptcy petition.
- h. Cash advances obtained within seventy (70) days of the date of the filing of the bankruptcy petition.

- i. Debts owed for fraud or defalcation while acting in a fiduciary capacity, or embezzlement or larceny.
- j. Debts owed for fines, penalties, or forfeitures payable to and for the benefit of governmental entity.
- k. Debts owed for death or personal injury arising from the operation of a motor vehicle, boat, or aircraft while intoxicated by drugs or alcohol.

12. Client understands that filing bankruptcy does not automatically discharge or remove liens from any real estate. Client agrees that the Firm will not take any action to avoid (remove) any lien on real estate unless Client specifically authorizes the Firm to do so in writing. Client agrees that the Firm will rely on Client's statements concerning ownership of real estate property and any liens attached to Client's real estate property. Client agrees that no real estate title search will be conducted. Client agrees that the Firm will not conduct a public records search for lawsuits filed against Client or judgments granted against Client. Client must separately order and pay for a real estate title search, or public records search for lawsuits or judgments, if Client's wishes to obtain one. **Client agrees to hold the Firm harmless if client later discovers liens, lawsuits or judgments against Client or against Client's real estate.**

13. Client understands that individuals who file for relief under Chapter 7 or Chapter 13 of the Bankruptcy Code are subject to audits by the U.S. Trustee. If Client's case is selected for an audit, Client agrees to pay the Firm the customary hourly rate for representing Client in such audit. Client also understands that sometimes the U.S. Trustee requires the conversion of a Chapter 7 to a Chapter 13, or it may be in the best interest of the Client to convert to a Chapter 7 or Chapter 13. In such event, fees will be adjusted to cover the work required by these conversions and subsequent legal services.

14. Client understands that the Firm may charge additional fees if Client waits longer than ninety (90) days from the first date the Firm is retained to finalize the bankruptcy petition and schedules due to additional due diligence and other update work required to finalize the bankruptcy, including ordering new credit reports.

15. Client specifically gives Firm permission to run or pull credit reports and to conduct any due diligence necessary or desirable in Firm's full discretion.

16. Client acknowledges that Client has read and understands all the terms contains in this Bankruptcy Retainer Agreement and that, whether written, spoken, recorded, or transcribed by any other means, no other terms are made part of this Bankruptcy Retainer Agreement. Client is in agreement with the terms of this agreement and has signed on the signature lines below. Client further acknowledges that Client has received a copy of this Bankruptcy Retainer Agreement.

Dated: _____

Client Signature

CHRISTIAN AIDANA
Client Printed Name

Client Spouse Signature

Client Spouse Printed Name

BRONSON LAW OFFICES, P.C.

By: _____

Carl J. Nelson Esq.

Date: _____

2/22/13